

LLOYD'S

# **Commercial Insurance Policy**

## Renewal

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Prepared especially for  
**Friends of the Ashton Garrison Museum Society**

through the facilities of  
**SeaFirst Insurance Brokers Ltd**

**COMMERCIAL INSURANCE POLICY**



Effected with certain Lloyd's Underwriters (hereinafter called the Insurer) through Lloyd's approved coverholder ("the Coverholder")



**Policy No. ATR00214**

**Declarations**

**Effective 5/1/2018**

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN - ON TERMS AND CONDITIONS CONTAINED IN THE FORMS INDICATED. ANY REFERENCE HEREIN TO THE "COMPANY" SHALL BE CONSTRUED AS "THE INSURER"

**PURPOSE OF THIS DOCUMENT**

**Renewal** - In return for the agreement of the Insured to pay the premium stated, this insurance Policy is continued in force for the period of insurance indicated. It is renewed subject to the limits of insurance and declarations shown herein. Should coverage wordings, riders or endorsements be attached hereto, they will replace the corresponding previous wordings. Otherwise all terms and conditions remain the same.

**THE COVERHOLDER**

SeaFirst Insurance Brokers Ltd  
7178 West Saanich Road  
Brentwood Bay, British Columbia V8M 1R3

Main: (250) 652-1141 Fax: (250) 652-4427  
Web Site: www.seafirstinsurance.com

**SUB-AGENT OR SUB-BROKER**

SeaFirst Insurance Brokers Ltd  
A2 - 9769 5th Street  
Sidney, British Columbia V8L 2X1

Main: (250) 656-9886 Fax: (250) 656-9406

**NAMED INSURED AND POSTAL ADDRESS**

Friends of the Ashton Garrison Museum Society  
724 Vanalman Avenue  
Victoria, British Columbia V8Z 3B5

**LOCATION OF RISK**

724 Vanalman Avenue, Victoria, British Columbia V8Z 3B5

**PERIOD OF INSURANCE**

From May 01, 2018 to May 01, 2019  
12:01 a.m. standard time at the Postal Address of the insured.

**FORM OF BUSINESS**

Non-profit Organization

**DESCRIPTION OF BUSINESS OPERATIONS**

Non-Profit Museum; Directors and Officers Liability and Insurance Policy for Non-Profit Organization.

**SUMMARY OF INSURANCE COVERAGE AND PREMIUMS**

TYPE OF COVERAGE	ANNUAL PREMIUM	MINIMUM RETAINED COVERAGE PREMIUM
Liability	Incl	Nil
Other	Incl	Nil

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

**THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE**

IN WITNESS WHEREOF THIS POLICY HAS BEEN SIGNED, AS AUTHORIZED BY THE INSURER BY

PER

Agreement No.  
**B0429BA1700473**

NEW ANNUAL PREMIUM ▶ **\$1,370**

PREMIUM NOW PAYABLE (EXCL. APPL. TAXES) ▶ **\$1,370**

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**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B0429BA1700473 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
<b>Liability</b>				
<b>L1 (2/01)</b>	<b>Commercial General Liability (Occurrence Form)</b>			
	Products-completed operations included			
	Aggregate limit			
	Applies to products-completed operations only			2,000,000
	Each occurrence limit			2,000,000
	Personal injury limit			2,000,000
	Tenants' legal liability limit - Any one premises			100,000
	Medical expense limit - Any one person			1,000
	Medical expense limit - Any one occurrence			10,000
LE7 (7/00)	Tenants' Legal Liability Extension (Broad Form)			
LE8a (10/05)	Advertising Liability Extension			
	Advertising injury limit			1,000,000
	Advertising aggregate limit			1,000,000
LE12a (10/05)	Volunteers as Insureds Extension			
LE39 (8/04)	Broad Form Completed Operations Extension			
LD3a (7/00)	Combined Deductible (Bodily Injury and Property Damage)			
	Per occurrence	1,000		
LX5a (7/00)	Professional Services Exclusion			
LX6 (10/05)	Blasting, Pile Driving, Weakness of Support Exclusion			
1453E1292	Incidental Malpractice Endorsement			
	Liability Wording Amendment			
LX32	Pollution Exclusion			
<b>L14 (5/01)</b>	<b>Non-Owned Automobile Liability</b>			1,000,000
LE25 (5/01)	Contractual Liability Extension (SEF 96)			
<b>6/1/2008</b>	<b>Group 24 Hour Accident Policy</b>			50,000
<b>MFM2007 CANADA</b>	<b>Directors and Officers Limit of Indemnity</b>			1,000,000
<b>MFM2007 CANADA</b>	<b>As stated in Schedule A attached to and forming part of policy MFM2007CANADA</b>			
	<b>Retention Amount</b>			
	a) CAD: \$NIL in respect of Loss payable under 1. Insurance Clause (a)			
	b) CAD: \$NIL in respect of Loss payable under 1. Insurance Clause (b)			
	c) CAD: \$20,000 in respect of Loss payable under 1. Insurance Clause (c)			
	<b>Insuring Clause (c) Employment Entity Liability - Applicable</b>			

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	LIMIT OF COINS. % INSURANCE
	<b>Exclusion 14 (Excluding USA) - Applicable</b>		
	<b>Exclusion 19 (Closely Held) - Applicable</b>		
	<b>Exclusion 20 (Co-Defendant) - Applicable</b>		
	<b>Prior and Pending Litigation Date: May 1, 2012</b> Reinstatement of Limit of Indemnity (sub-limit CAD\$2,000,000 in respect of non-executive directors only Fines & Penalties (sublimit CAD\$20,000 each, CAD\$200,000 in aggregate Occupational Health & Safety Costs (sub-limit CAD\$500,000) Continuous Cover Clause Fidelity (sub-limit CAD\$100,000 Retention CAD\$10,000) Loss of Reputation Costs (sub-limit CAD\$20,000 each, CAD\$200,000 in the aggregate) Loss of Documents (sub-limit CAD\$50,000 Retention CAD\$2,500)		
	<b>Notify Claims to: R K Harrison Group Limited c/o SeaFirst Insurance Brokers Ltd. 7178 West Saanich Road, Brentwood Bay, BC V8M 1R3</b>		
	<b>Acquisition: \$10,000,000.</b>		
	<b>Annual Premium: \$475.</b>		
	<b>Pollution Defence Costs: Refer to Extension 4(b)</b>		
<b>Other</b>			
<b>LSW1550</b>	<b>Identification of Insurer/Action Against Insurer</b>		
<b>O10 (8/04)</b>	<b>Illegal Substance Exclusion</b>		
<b>7058</b>	<b>Avian Flu Exclusion</b>		
<b>LW003/18</b>	<b>Mould Exclusion</b>		
<b>LW002/18</b>	<b>Asbestos Exclusion</b>		
<b>LW001/18</b>	<b>Electronic Data and Cyber Risk Exclusion</b>		
<b>R1 (12/09)</b>	<b>Additional Agreements and Conditions</b>		
<b>R4 (11/00)</b>	<b>Electronic Date Recognition Exclusion</b>		
<b>R8 (8/04)</b>	<b>Fungi and Fungal Derivatives Exclusion</b>		

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
LSW1001 (8/94)	Several Liability Clause			
LSW1542F (9/14)	Lloyd's Policyholders' Complaint Protocol			
LMA3100	Sanction Limitation and Exclusion Clause			
LMA5028	Service of Suit Clause (Canada)			
LMA5096	Several Liability Clause			
LMA5185	Made In Canada Clause			
LMA5097	Binding Authority Combined			
LMA3020	Absolute Microorganism Exclusion (Property)			
NMA464	War and Civil War Exclusion			
NMA1622	Radioactive Contamination Exclusion			
NMA2915	Electronic Data Endorsement B			
NMA2918	War and Terrorism Exclusion Endorsement			
NMA2920A	Terrorism Exclusion			
NMA1331	Cancellation Clause			
NMA2962	Biological or Chemical Material Exclusion			
NMA2340	Seepage & Pollution & Contamination Exclusion			
NMA1978A	Nuclear Incident Exclusion Clause			
LSW1589	Avian Influenza and Sars Exclusion			
LSW1543C	Notice Concerning Personal Information			
LSW1565C (10/12)	Lloyd's Underwriters Code of Consumer Rights & Responsibilities			
LSW1815 (7/12)	Statutory Conditions (British Columbia)			
LSW1135B	Lloyd's Privacy Policy Statement			

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. % INSURANCE	LIMIT OF
LSW1554	Subscription Policy			
LSW1548B	Standard Declarations			
R7 (3/02)	Short Rate Cancellation Table			
LMA5190 (7/12)	Canada Subscription Policy			
<b>Annual Premium:</b>				<b>\$1,370</b>

**LLOYD'S**

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

Lloyd's Approved Coverholder ("the Coverholder"):

**SeaFirst Insurance Brokers Ltd., PO Box 280, Brentwood Bay, BC V8M 1R3**

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

07/05

LSW1550



## Mould Exclusion

It is understood and agreed that this Policy shall not apply to any Claim which is actually or allegedly, in whole or in part, directly or indirectly, arising out of, resulting from, connected to, aggravated by, based upon or attributable to the presence, growth, proliferation, spread or activity of a biological agent, including but not limited to, mould, fungus, spores, mildew, mushrooms, yeast or biocontaminants or any by-product there from. This exclusion shall apply notwithstanding there are perils other than biological agents which may have actually or allegedly, in whole or in part, directly or indirectly, contributed concurrently or consecutively or in any sequence to a loss.

The Insurer shall have no duty to indemnify the insured for any Claim that in fact, whether in whole or in part, directly or indirectly, arises out of, results from, is connected to, is aggravated by, is based upon or is attributable to the presence, growth, proliferation, spread or activity of a biological agent notwithstanding the Claim it not alleged or pleaded so as to include any allegation of a biological agent or agents.

The Insurer shall have the right to adduce evidence extrinsic to the pleadings in any action, application or Petition for coverage brought by an Insured where that extrinsic evidence is relevant to prove the presence, growth, proliferation, spread or activity of a biological agent in fact.

## Asbestos Exclusion

It is hereby understood and agreed that this Policy shall not indemnify the Insured for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

It is hereby understood and agreed that this Policy shall not indemnify the Insured for any claim arising in connection with the recall of any Product due to an Asbestos health hazard.

## Electronic Data and Cyber Risk Exclusion

This policy does not cover any claim, costs or expenses directly or indirectly arising out of, caused by, contributed to or resulting from any:

- (1) Functioning, nonfunctioning, improperly functioning, availability or unavailability of:
  - (a) The internet or similar facility; or
  - (b) Any internet or private network or similar facility; or
  - (c) Any website, bulletin board, chat room, search engine, portal or similar third party application service.
- (2) Alteration, corruption, destruction, distortion, erasure, theft or other loss of or loss of use or damage to DATA, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set; or
- (3) Loss of use or functionality, whether partial or entire, cost, expense of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure of any insured to conduct business.

Clauses (1), (2) and (3) apply regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Further, for the purposes of this endorsement;

DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic or electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

**Lloyd's Underwriters**

Attention: Complaints Officer:  
1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6  
Tel: 1-877-455-6937 - Fax: (514) 861-0470  
E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

For Quebec clients:

**Autorité des marchés financiers (AMF):** The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.gc.ca](http://www.lautorite.gc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

09/14

LSW1542F

# Lloyd's Underwriters Code of Consumer Rights & LSW1565C Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

## **Right to Be Informed**

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

## **Responsibility to Ask Questions and Share Information**

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

## **Right to Complaint Resolution**

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

## **Responsibility to Resolve Disputes**

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

## **Right to Professional Service**

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

## **Right to Privacy**

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.